

**From:** Jamie Siglar  
**To:** Microsoft ATR  
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**Subject:** Microsoft Settlement

DOJ/Microsoft Anti-Trust case personnel,

As a concerned citizen, voter, and someone who's already been negatively impacted by Microsoft's licensing shenanigans, I'd like to comment on some elements that seem to be missing from the proposed final settlement.

A little over a year ago, I was preparing to buy my new "box" (PC); as my previous PC was a custom-configured box from Dell, I went up to [www.dell.com](http://www.dell.com) and attempted to configure my new box there. However, Dell was unable to configure my box the way I needed it; specifically, to sell me a shrink-wrapped ("full) copy of Windows2000 instead of a "recovery disk". Said recovery disk would only support the original configuration of the machine, as shipped to me by Dell. And they couldn't sell me a "bare" box that I could install my own Win2K shrink-wrap version onto.

I'd been alerted to this by a Microsoft-published article, describing to OEM's the "danger" of selling bare boxes -- which only experienced developers would ever want...

I complained to Microsoft regarding this licensing problem; as a computer multimedia consultant, I have to reconfigure my box on the order of once per month -- testing video, audio, and similar specialized boards (game controllers, video-capture, etc.) for compatibility with my clients' software. Their licensing scheme would, in effect, put me out of business, unless I buy 2 copies of their software for each box.

A member of Microsoft's marketing replied to my complaint, reiterating that bare boxes were dangerous because people could pirate Microsoft's software; however, he never addressed the issue of my business, which I described explicitly.

Instead of buying from Dell, I had a "bare" box built locally; it's never worked as well as my old Dell, and it cost several hundred dollars more than the Dell box would have, could I have obtained the configuration I needed.

I've also had to manually remove pieces of Microsoft software from my boxes; specifically, Outlook Express and Exchange, because the security leaks they pose would force my clients to drop me as a vendor. "Manually" in this case includes deleting the relevant .EXE files and going into the Registry via RegEdit and altering the base configuration so Microsoft doesn't attempt to re-install these applications from the Web. I use compatible mail software ("The Bat" from RitLabs) that does not include the various security holes reported for Outlook in the popular and trade media.

The proposed settlement does not prohibit Microsoft from requiring customers who obtain their software from OEM channels from requiring the purchase of a second copy in order to reconfigure the PC.

The proposed settlement does not prohibit Microsoft from requiring OEMs to sell an OS -- not necessarily a Microsoft OS, it could easily be a flavor of Unix -- with every PC; nor does it prohibit Microsoft from including intrusive "activation" software within it's OS that attempts to notify Microsoft every time the configuration is changed. I've experienced this with my clients' new XP boxes, and decided against using that OS because of this.

The proposed settlement does not address Microsoft's continuing anti-competitive behavior that allows them to product-dump -- the inclusion of OutlookExpress and Internet Explorer specifically -- by including their own software for "free" as part of the OS. This has already driven Netscape out of business, and with some of the aspects of the Windows Media Player may be targeted at Adobe, Macromedia, and Real.

The proposed settlement does not prohibit Microsoft from using an "upgrade" to included software from crippling third-party software; this past fall, upgrades to the Windows Media Player and Internet Explorer caused failures in old code (produced in Director "Shockwave" and Authorware "WebPlayer" from Macromedia, and "RealAudio" from RealPlayer) when I attempted to view year-old sites I'd created using the brand-spanking-new IE6. They still work perfectly under IE5.5.

In closing, while I believe the intent is good, I don't see that the current proposed final settlement does enough to curb Microsoft's anti-competitive behavior; but I think that the proposal could be adjusted to make it closer to ideal.

Whether Microsoft, the AG's office, and the states can all agree to changes is another story entirely. Obviously.

Thanks for your patience and consideration,

Jamie Siglar  
Computer Multimedia Consultant  
Somerville, Massachusetts